

REMARKS

Claims 1-20 are pending in the present application. No additional claims fee is believed to be due.

Applicants wish to thank Examiner Pierce and Examiner Cole for the interview on August 19, 2003. As discussed in the interview, the claims have been amended to clarify that the aspect ratio of the bond sites is greater than about 3 and that the webs are prebonded. Antecedent basis can be found on page 10, lines 33-35 and on page 22, lines 27-30.

Rejection Under 35 USC 103

The Office Action states that Claims 1, 3, 4, 6, 19, and 20 have been rejected under 35 USC 103(a) as being unpatentable over Friemel, et al. in view of Lang, U.S. Patent No. 4,994,053. Friemel et al. discloses a sachet for accommodating a gas-evolving pest control agent. The sachet is comprised of a nonwoven fabric with welded seams. The welded seams are needed for their strength and reliability to prevent the pest control agent and/or dust-like residue from escaping (column 1, lines 42-68). The sealing or welding seams are generally stronger and more tear-resistance than the other parts of the sachets and are suitable to be provided with apertures, holes, metal eyelets, etc. so that a string may be passed through (column 7, lines 47-52). The welded seams, which form the sachets, are 5-10 mm (column 8, lines 20-30). Lang discloses antiodorants and edible substances.

The present invention, as amended in the Claims, requires that the first and second webs used to form the sachet be prebonded. Friemel et al. and Lang do not teach or disclose that the webs are or could be prebonded. The present invention also requires that a plurality (not just one) of discrete, noncontinuous bond sites have aspect ratios greater than about 3. Friemel et al. does not disclose an aspect ratio for the bond sites but discloses large seams.

Upon application of force as stated in part (c) of Claims 1, 2, and 3 of the present invention, the bond sites fractures to form a corresponding aperture to facilitate exposure of said substance. Therefore, the plurality of bond sites located throughout the substance encapsulation system is apertured and the substance is released. This is in contrast to Friemel et al. which states that welded seams are needed for their strength and reliability to prevent the pest control agent and/or dust-like residue from escaping (column 1, lines 42-68). The sealing or welding seams are generally stronger and more tear-resistant than the other parts of the sachets (column 7, lines 47-49). Therefore, based on the disclosure in Friemel et al., one would assume that upon tension

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being applied to the sachet, parts of the sachet other than the seams (or bond sites) would aperture. Friemel et al. teaches away from the present invention where it is desired that the bond sites fracture upon application of a force.

Based on the disclosure in Friemel et al. and Lang, one having ordinary skill in the art would not have been motivated to develop the present invention based on the teachings of Friemel et al. for the substance encapsulation system and teachings in Lang for the substances.

Claims 1, 4, 19, and 20 have been rejected under 35 USC 103(a) as being unpatentable over Dickenson, et al. in view of Lang. Dickenson et al. discloses a laundry sachet formed by bonding together the edges to form a frangible seal (column 3, lines 1-10). Dickenson et al. uses the seams to make closed, non-connecting pockets. The short, discrete bonds of the present invention could not be used to make closed, non-connecting pockets. To form a pocket, the bond sites could not be discrete but would need to be connected at the ends or at some point along the bond site. Even though the pockets of Dickenson et al. are non-connecting, the bonds used to form the pockets must be connecting and not discrete. Discrete bond sites are required in the present invention.

The present invention, as amended in the Claims, requires that the first and second webs used to form the sachet be prebonded. Dickenson et al. and Lang do not teach or disclose that the webs are or could be prebonded. The present invention also requires that a plurality (not just one) of discrete, noncontinuous bond sites have aspect ratios greater than about 3.

Lang discloses antiodorants and edible substances. Based on the disclosure in Dickenson et al. and Lang, one having ordinary skill in the art would not have been motivated to develop the present invention.

Claims 1, 3, 4, 6-8, 11-14, and 17-20 have been rejected under USC 103(a) as being unpatentable over Haynes, et al. (U.S. Patent No. 5,941,862) in view of Lang and McCormack, et al. (U.S. Patent No. 5,964,742). As discussed with the Examiner, McCormack et al. does not teach the use of a bond sites with an aspect ratio greater than 3 for a laminate such as the present invention. McCormack et al. states that the novel S-weave pattern may be used to self-bond fabrics and should be distinguished from patterns made to laminate materials together which are significantly different. (column 11, lines 1-3) As the Examiner stated, Haynes et al. does not teach an aspect ratio of greater than 3. Therefore, one having ordinary skill in the art would not have been motivated by the teachings of McCormack et al., Haynes et al., and Lang to develop the present invention in which the bond sites have an aspect ratio of greater than about 3.

Claims 2, 5, 9, 10, 15, and 16 have been rejected under 35 USC 103(a) as being unpatentable over Haynes, et al. in view of Kniewske, et al. (U.S. Patent No. 5,258,429) and

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McCormack, et al. As discussed with the Examiner, McCormack et al. does not teach the use of a bond sites with an aspect ratio greater than 3 for a laminate such as the present invention. McCormack et al. states that the novel S-weave pattern may be used to self-bond fabrics and should be distinguished from patterns made to laminate materials together which are significantly different. (column 11, lines 1-3) As the Examiner stated, Haynes et al. does not teach an aspect ratio of greater than 3. Therefore, one having ordinary skill in the art would not have been motivated by the teachings of McCormack et al., Haynes et al., and Kniewske et al. to develop the present invention in which the bond sites have an aspect ratio of greater than about 3.

Obviousness Double Patenting

Claims 1-20 have been provisionally rejected under the doctrine of obviousness-type double patenting over Claims 1-22 of copending Application No. 09/886,893. Enclosed is a terminal disclaimer submitted in response to the obviousness double patenting rejection of Claims 1-20 over Application No. 09/886,893.

Conclusion

In light of the above remarks, it is requested that the Examiner reconsider and withdraw the rejection under 35 USC 103(a). Early and favorable action in the case is respectfully requested.

Applicants have made an earnest effort to place their application in proper form and to distinguish the invention as now claimed from the applied references. In view of the foregoing, Applicants respectfully request reconsideration of this application, entry of the amendments presented herein, and allowance of Claims 1-20.

Respectfully submitted,
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